

IV.

IT IS EXPRESSLY AGREED that in the performance of any and all acts and services hereunder by Second Party, said Second Party shall be and be deemed to be an independent contractor and Second Party does hereby represent that he is a thoroughly competent and experienced pilot and mechanic and capable in all respects of performing the work to be required of him hereunder; and Second Party further agrees that he has thoroughly inspected said airplane to be flown by him as aforesaid and has found the same in safe and proper condition and in his judgment to be fully capable of making such flight. Second Party agrees that he shall not have the rights of a passenger or employee of First Party while traveling in or flying said airplane, or while engaged in the performance of this agreement, which rights Second Party expressly renounces, and said Second Party, for himself, his heirs, executors, administrators and legal representatives, forever releases, acquits and discharges First Party from all claims for liability of any nature or character on account of any personal injury or death to himself while traveling in or flying said airplane or while acting in the performance of this agreement. Second Party agrees to indemnify First Party and to save First Party harmless from any and all loss, cost, damage and legal fees and expenses of any kind whatsoever arising out of damage to or loss of property or injury to or death of persons, and resulting either directly or indirectly from the operation of said airplane or out of the performance by Second Party of any of his obligations hereunder. It is distinctly understood that Second Party will not fly said airplane in any manner so as to in any way endanger either said airplane or himself.

V.

SECOND PARTY STATES AND AGREES that he has read the annexed agreement between First Party and said Metro-Goldwyn-Mayer Corporation and hereby covenants and agrees to faithfully conform to the requirements of the same and to faithfully do and perform all acts that may be necessary and possible for him to perform so that said First Party shall not be considered or deemed to be in default under the said annexed agreement between said First Party and said Metro-Goldwyn-Mayer Corporation;

VI.

First Party, in consideration of all of the foregoing and hereinafter covenants and conditions contained in this agreement on the part of Second Party and the faithful performance by said Second Party of such covenants and conditions, does hereby agree to pay to said Second Party the sum of *Two Hundred Fifty* Dollars (\$*250.00*), lawful money of the United States, the receipt whereof Second Party does hereby acknowledge, which said sum is in payment for the transportation expenses of Second Party from Honolulu to San Diego, California; and in addition thereto First Party further agrees to pay Second Party the sum of One Hundred Dollars (\$100.00) per week for a period of five (5) weeks, commencing from the 29th day of August, 1927, together with the reasonable living expenses of Second Party while in New York City, from the date of the arrival of Second Party therein until he shall leave said New York City in said airplane for Spokane, Washington, between the 19th day of September and the 24th day of September, 1927, as hereinafter mentioned.

VII.

First and Second Parties hereby further agree that whereas First Party has entered Second Party as pilot to fly said airplane, but without such lion, from New York City to Spokane, Washington, in the "National Air Derby Nonstop Race, New York to Spokane", Second Party agrees that he will fly said airplane from New York City to Spokane, Washington, between the 19th day of September and